

**LICENSE AGREEMENT**

Exhibit 1-1, p.1 No: 6780

**George R. Brown Convention Center**  
**Republican Party of Texas**  
**2020 State Convention**

THIS LICENSE AGREEMENT ("Agreement") is made by and between **Houston First Corporation** ("HFC"), a local government corporation whose address is 1001 Avenida de las Americas, Houston, Texas 77010 and **Republican Party of Texas** ("Licensee") whose address is **1108 Lavaca Ste 500, Austin TX 78701**.

- 1. License.** HFC hereby grants and Licensee hereby accepts a license to use and to occupy a certain portion of the **GEORGE R. BROWN CONVENTION CENTER** (the "Facility"), for the License Period and License Fees described in detail in the attached Exhibit "A".
- 2. Event.** Licensee represents and warrants that it will use the Premises for the following function or activity: **2020 State Convention** (the "Event").
- 3. License Period.** The term of this License Agreement shall be from **May 11, 2020 6:00 AM to May 17, 2020 11:59 PM** ("License Period"), which includes move-in and move-out.
- 4. Payment.** In consideration of the license granted herein, Licensee shall pay HFC the License Fee in accordance with the payment schedule set forth in Exhibit "A". If an instrument given for payment for an amount due under this Agreement is dishonored, then HFC, without foregoing any other available remedy, shall assess and Licensee shall pay a charge of \$40.00.
- 5. Equipment.** The License Fee is for the Premises only and does not include rental charges for tables, chairs, risers, portable dance floors, pianos, sound systems or any other equipment. Except as may otherwise be provided herein, use of equipment is at the option and additional expense of Licensee.
- 6. Invoice.** Within 14 calendar days after the last day of the License Period, HFC shall issue an accounting statement to Licensee itemizing all charges and/or credits (the "Invoice"). Licensee shall pay HFC any undisputed amount due within 30 calendar days from the date of the Invoice. Licensee agrees to notify HFC within such time in the event of any disputed amount and agrees that the Invoice shall otherwise be deemed accurate and accepted by Licensee. Outstanding balances shall be subject to an additional charge of 1.5% per month. Partial payment by Licensee shall not constitute an accord and satisfaction of any amount due hereunder.
- 7. Insurance.** Licensee shall, at its sole cost and expense, procure and maintain insurance coverage through the duration of the License Period in accordance with the following provisions:
  - a. Commercial General Liability, including coverage for contractual liability, bodily injury or death, property damage, and personal and advertising injury in amounts not less than \$1,000,000 per occurrence with a \$2,000,000 aggregate. Licensee's Commercial General Liability insurance shall be primary and noncontributory to any similar insurance HFC may maintain.
  - b. Automobile liability insurance with a combined single limit of \$1,000,000, including owned, hired and non-owned automobiles.
  - c. Workers' Compensation in the statutory amount.
  - d. Employer's Liability with limits not less than \$1,000,000 for each accident, disease limits of \$1,000,000 per policy and \$1,000,000 per employee.
  - e. An additional insured endorsement on all policies, except Workers' Compensation and Employer's Liability, shall be included in favor of HFC and the City of Houston.
  - f. An endorsement waiving any claim or right of subrogation shall be included on all policies in favor of HFC and the City of Houston.
  - g. Any policy issuer shall have an A.M. Best rating of at least A-, with a financial size category of Class VII or better.

Licensee shall deliver to HFC a certificate with respect to the aforementioned policies no later than 60 calendar days prior to the first day of the License Period or upon execution of the Agreement, whichever is later.

Licensee shall require its contractors to procure and maintain commercial general liability insurance listing HFC and the City of Houston as additional insureds and with an endorsement waiving any claim or right of subrogation with limits of not less than \$1,000,000 per occurrence with a \$2,000,000 aggregate before allowing such persons to enter the Facility.

**NEITHER THE ISSUANCE OF ANY INSURANCE POLICY REQUIRED UNDER THIS AGREEMENT NOR THE MINIMUM LIMITS SPECIFIED ABOVE SHALL BE DEEMED TO LIMIT OR RESTRICT IN ANY WAY THE LIABILITY OF LICENSEE ARISING UNDER OR OUT OF THIS AGREEMENT. LICENSEE SHALL BE LIABLE FOR ANY LOSS, DAMAGE OR LIABILITY SUFFERED OR INCURRED BY HFC AS THE RESULT OF THE FAILURE OF LICENSEE TO MAINTAIN OR CAUSE TO BE MAINTAINED THE TYPES OR AMOUNTS OF INSURANCE REQUIRED TO BE MAINTAINED BY LICENSEE UNDER THE TERMS OF THIS AGREEMENT.**

- 8. Exclusive Services.** HFC and its exclusive providers have sole and total control over all of the following services (collectively, "Exclusive Services"):
- (i) Food and beverage service (including samples); (ii) Temporary utilities (electrical, compressed air, water, and drainage); (iii) Telecommunications (voice, data, and network services); (iv) Exhibit booth cleaning; (v) Facility-affixed audio; and (vi) Structural rigging.

Exclusive Services required by Licensee for the Event must be ordered separately from the appropriate provider. The License Fee does not include charges for Exclusive Services. Licensee may, however, use existing 110v outlets in Rooms within available load tolerances at no charge.

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**9. Terms and Conditions; Rules and Regulations.** The Terms and Conditions and Rules and Regulations are attached hereto and made a part hereof for all purposes.

**10. Definitions.** Terms defined herein shall have the same meaning in the Terms and Conditions and Rules and Regulations. Terms capitalized herein, but not defined herein, shall have the meaning assigned to such terms in the Terms and Conditions or Rules and Regulations.

**11. Rejection of Licensee's Offer.** The execution and delivery of this Agreement to HFC constitutes an offer by Licensee that HFC may reject at any time prior to the execution of this Agreement by HFC.

**12. Authority to Sign.** The signer of the Agreement hereby represents and warrants that he or she has full authority to execute this Agreement and bind Licensee.

**13. Entire Agreement.** This Agreement, Exhibit "A", Terms and Conditions, and Rules and Regulations, constitute the entire agreement between HFC and Licensee. No prior written or contemporaneous oral promises or representations shall be binding upon HFC. The Agreement shall not be amended or changed except by written amendment signed by HFC and Licensee. In the event of a conflict, the following order shall control: Agreement; Exhibit "A"; Terms and Conditions; Rules and Regulations.

A copy of this signed Agreement must be received by HFC no later than **July 31, 2017**, or the License Period dates are subject to being released at the sole discretion of HFC. This Agreement shall be effective on the date of signature by HFC.

Licensee and HFC have caused this Agreement to be executed by their duly authorized representatives, effective for all purposes as of the date of signature by HFC ("Effective Date").

**Republican Party of Texas ("Licensee")**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Houston First Corporation ("HFC")**

By: \_\_\_\_\_  
Name: Dawn Ullrich  
Title: President & CEO

Date: \_\_\_\_\_

## 2020 State Convention

## Exhibit A

No: 6780

## Premises &amp; License Fees

Premises	Start		End		License Fees
Exhibit Hall BC (Move-in)	May-11-20	06:00 am	May-14-20	11:59 pm	\$12,500.00
Exhibit Hall BC (General Session)	May-15-20	06:00 am	May-17-20	11:59 pm	\$48,000.00
Exhibit Hall A (Move-in)	May-12-20	06:00 am	May-14-20	11:59 pm	
Exhibit Hall A (Exhibits)	May-15-20	06:00 am	May-17-20	11:59 pm	\$30,000.00
Grand Ballroom ABC	May-14-20	06:00 am	May-17-20	11:59 pm	
General Assembly Theater ABC	May-14-20	06:00 am	May-17-20	11:59 pm	
Room 322	May-14-20	06:00 am	May-14-20	11:59 pm	
Room 330	May-12-20	06:00 am	May-17-20	11:59 pm	
Room 332	May-14-20	06:00 am	May-17-20	11:59 pm	
Room 340	May-12-20	06:00 am	May-17-20	11:59 pm	
Room 342	May-14-20	06:00 am	May-17-20	11:59 pm	
Room 350	May-14-20	06:00 am	May-17-20	11:59 pm	
Room 351	May-14-20	06:00 am	May-17-20	11:59 pm	
Room 352	May-14-20	06:00 am	May-17-20	11:59 pm	
Room 360	May-14-20	06:00 am	May-17-20	11:59 pm	
Room 361	May-14-20	06:00 am	May-17-20	11:59 pm	
Room 362	May-14-20	06:00 am	May-17-20	11:59 pm	
Room 370	May-14-20	06:00 am	May-17-20	11:59 pm	
Room 371	May-14-20	06:00 am	May-17-20	11:59 pm	
Room 372	May-14-20	06:00 am	May-17-20	11:59 pm	
Room 380	May-14-20	06:00 am	May-17-20	11:59 pm	
Room 381	May-14-20	06:00 am	May-17-20	11:59 pm	
Room 382	May-14-20	06:00 am	May-17-20	11:59 pm	
Premises & License Fees Subtotal:					\$90,500.00

## Other Charges

14,000 Chairs at \$1.00 each for the General Session in Halls BC; additional fees apply for reset of chairs.	Amount \$14,000.00
Other Charges Subtotal:	\$14,000.00
Total:	\$104,500.00

## Payment Schedule

Due Date	Description	Amount
Jul 31, 2017	Payment Due with Contract	\$23,000.00
Mar 13, 2020	Second Payment	\$81,500.00
Total:		\$104,500.00

Please make checks payable to:  
Houston First Corporation  
P.O. Box 61469  
Houston, TX 77208  
Attention: Accounting Department

**2020 State Convention****Exhibit A****No: 6780****Special Terms****First-Time Set**

HFC agrees to provide first-time setup of tables (un-skirted, except for head tables), risers (un-skirted, except for ballroom and general session stage) and chairs in the Rooms (excluding Exhibit Halls) based on available inventory during the Event.

**A/V Concessions**

HFC agrees to provide complimentary podiums based on available inventory and waive patch fees for Rooms featuring built-in speakers.

**Limitation of Liability**

HFC acknowledges that Licensee's members (including committee members), officers and employees do not assume personal liability for any debt, liability or obligation of Licensee hereunder; HFC agrees to look only to the funds and property of Licensee for payment of any debt, damage, judgment, decree, or other amount due to HFC from Licensee under this Agreement.

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## TERMS AND CONDITIONS

### George R. Brown Convention Center

**1. Definitions.** Terms defined herein shall have the same meaning in the License Agreement and Rules and Regulations. Terms capitalized herein, but not defined herein, shall have the meaning assigned to such terms in the License Agreement or Rules and Regulations.

**2. Condition of the Premises.**

(a) HFC makes no warranty or representation to Licensee of any kind, express or implied, regarding the suitability of the Facility, or any portion thereof, as built, for any aspect of the use Licensee expects or intends to make of the Facility, including the Premises. The Premises are offered by HFC and accepted by Licensee in its current condition, on an "**AS IS**" basis. Commencement of the use of the Premises shall be conclusive that the Premises were in good repair and in satisfactory condition, fitness and order when such use commenced. **LICENSEE FURTHER AGREES THAT THE PREMISES SHALL BE DELIVERED BY HFC TO LICENSEE "AS IS", "WHERE IS" AND "WITH ANY AND ALL FAULTS" AND WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OR FITNESS FOR THE USE THEREOF FOR ANY PARTICULAR PURPOSE.**

(b) Upon reasonable notice, either party shall be entitled to request a mutual inspection of the Premises before and/or after the License Period, together with an inspection report signed by each party.

(c) At the end of the License Period, the Premises shall be vacated and surrendered up to HFC in the same condition found before the commencement of the License Period, excepting damage due to ordinary wear and tear, the elements, Force Majeure, or any other cause not occasioned by a negligent or intentional act or failure to act of Licensee or an agent, employee, contractor or invitee of Licensee.

(d) Should Licensee fail to vacate and surrender the Premises at the end of the License Period, Licensee shall pay to HFC as liquidated damages and not as a penalty (both parties hereto agreeing that damages from such a holding over are difficult to ascertain), for each day or portion thereof during which all or part of the Premises are not vacated and surrendered, an amount equal to 150% of the license fee listed on the then-current rate sheet for use and occupancy for that portion of the Premises that has not been vacated and surrendered. Further, HFC may remove and store all goods and chattels at the sole expense of Licensee and may dispose of any such property if, after the expiration of five calendar days, Licensee has failed to remove the property from the possession of HFC. HFC shall not be liable to Licensee on account of so removing, storing, or disposing of any property as provided by this Section, and Licensee shall save and hold HFC harmless from any liability from licensees prevented from occupying any portion of the Facility due to the holding over of Licensee.

**3. Utilities.** The License Fee includes utilities for general house lighting, heating and air conditioning, although reduced levels may be maintained during non-event hours. HFC shall not be held liable for damages, by abatement of License Fees, loss of profits or otherwise, for interruption or malfunction of utility services, whether such services are provided by HFC or arranged for by Licensee. HFC agrees to make every commercially reasonable effort to have any such utilities restored promptly to minimize any disruption to the Event.

**4. Copyright Law Compliance.** Licensee warrants that no music, artistic works, or other property protected by copyright will be performed, produced, exhibited or used, nor will the name of any entity protected by trademark be reproduced, exhibited or used during the License Period, unless duly licensed or authorized by the copyright or trademark owners or their representatives. Licensee covenants to strictly comply with all laws respecting copyright and trademarks and warrants that it will not infringe on any related statutory, common law, or other rights of any person or entity during the License Period. Licensee is solely responsible for remitting payment to the appropriate agencies for the use of any copyrighted materials. Licensee shall not advertise, promote, or conduct a live musical performance at the Facility through the use of a false, deceptive, or misleading affiliation, connection, or association between a performing musical artist or group and the original recording artist or group in violation of Texas Bus. & Comm. Code §17.902.

**5. Release.** LICENSEE AGREES TO AND SHALL RELEASE HFC, THE CITY OF HOUSTON, THEIR AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, AND LEGAL REPRESENTATIVES (COLLECTIVELY "INDEMNITEES") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CONCURRENT NEGLIGENCE OF THE INDEMNITEES AND LICENSEE, AND INCLUDING ANY LIABILITY FOR DAMAGES OR OTHER RELIEF ARISING UNDER FEDERAL OR STATE EMPLOYMENT LAWS RELATING TO OR INVOLVING PERSONNEL EMPLOYED BY LICENSEE OR ITS CONTRACTORS UNDER THIS AGREEMENT.

**6. Indemnification.** LICENSEE AGREES TO AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS HFC, THE CITY OF HOUSTON, THEIR AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, AND LEGAL REPRESENTATIVES (COLLECTIVELY "INDEMNITEES") FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, BY REASON OF COPYRIGHT INFRINGEMENT, ATTORNEYS' FEES, COURT COSTS AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY, SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS

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AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY LICENSEE'S AND/OR ITS AGENTS', SERVANTS', EMPLOYEES', CONTRACTORS', SUBCONTRACTORS', PATRONS', GUESTS', LICENSEES', OR INVITEES' OR OF ANY OTHER PERSON ENTERING UPON THE FACILITY WITH THE EXPRESSED OR IMPLIED INVITATION OR PERMISSION OF LICENSEE, (COLLECTIVELY, "LICENSEE") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS; INDEMNITEES' AND LICENSEE'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER LICENSEE IS IMMUNE FROM LIABILITY OR NOT; AND ANY LIABILITY FOR DAMAGES OR OTHER RELIEF ARISING UNDER FEDERAL OR STATE EMPLOYMENT LAWS RELATING TO OR INVOLVING PERSONNEL EMPLOYED BY LICENSEE.

LICENSEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE INDEMNITEES DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE LAST DATE OF THE LICENSE PERIOD. THE LICENSEE SHALL NOT BE OBLIGATED TO INDEMNIFY HFC FOR HFC'S SOLE NEGLIGENCE.

LICENSEE SHALL REQUIRE BY CONTRACT FROM ITS CONTRACTORS A RELEASE AND INDEMNIFICATION IN FAVOR OF THE INDEMNITEES TO THE SAME EFFECT AND IN SUBSTANTIALLY THE SAME FORM AS ABOVE.

### 7. Indemnification Procedures.

(a) If HFC or Licensee receives notice of any claim or circumstances which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 30 calendar days. The notice must include (i) a description of the indemnification event in reasonable detail, (ii) the basis on which indemnification may be due and (iii) the anticipated amount of the indemnified loss. This notice does not estop or prevent HFC from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If HFC does not provide this notice within 30 calendar days, it does not waive any right to indemnification except to the extent that Licensee is prejudiced, suffers loss, or incurs expense because of the delay.

(b) Licensee may assume the defense of the claim at its own expense with counsel chosen by Licensee. Licensee shall then control the defense and any negotiations to settle the claim. Within ten calendar days after receiving written notice of the indemnification request, Licensee must advise HFC as to whether or not it will defend the claim. If Licensee does not assume the defense, HFC shall assume and control the defense, and all defense expenses constitute an indemnification loss.

(c) If Licensee elects to defend the claim, HFC may retain separate counsel at its expense to participate in the defense and to participate in any settlement negotiations. Licensee may settle the claim without the consent or agreement of HFC, unless it (i) would result in injunctive relief or other equitable remedies or otherwise require HFC to comply with restrictions or limitations that adversely affect HFC, (ii) would require HFC to pay amounts that Licensee does not fund in full, or (iii) would not result in HFC's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

**8. Use and Preparation of the Premises.** Licensee shall not use the Premises or Facility for any purpose other than the Event and shall not permit its use for lodging, or in conflict with any law, ordinance, rule or regulation of any governmental authority, or in any manner which would violate the provisions of any insurance coverage on or related to the Facility, or increase the rate of insurance, in any manner deemed obscene or profane, in any manner which constitutes waste or nuisance, or in any manner which causes or threatens to cause damage or injury to the Facility or alteration to all or any portion of the Facility. With the exception of the Exclusive Services set forth in the License Agreement, Licensee shall provide and install all other equipment, furniture and effects of every description and provide such personnel, labor and materials as is necessary or appropriate for use of the Premises by Licensee.

**9. Sharing of Facility and Services.** Licensee acknowledges that the Facility may or will be used for the installation, holding or presentation and removal of other events and activities. Licensee further acknowledges that, in order for the Facility to operate as efficiently as practicable, it may be necessary to schedule or share certain Facility services and equipment, including entrances, exits, truck ramps, receiving areas, marshaling areas, storage areas, passenger and freight elevators, lobbies, parking lots, canopies (for banners), and concession areas. Licensee agrees to work cooperatively with other licensees at the Facility, including their employees, agents, and contractors. In the event of a conflict, HFC shall have final authority to establish the schedules for the use and availability of such services and equipment and to determine when, and the extent to which, the sharing of any such services and equipment is necessary or desirable. Licensee acknowledges and agrees that if the sound or vibration generated by the Event materially and adversely affects another event in the Facility as determined by HFC in its sole discretion, then Licensee shall promptly make any sound, volume or other adjustments deemed necessary to resolve the interference by HFC in its sole discretion.

**10. Advertisements; Right of Entry.** HFC reserves and retains the right to use and may display advertisements in the Facility in any manner, which in the conclusive opinion of HFC is desirable or appropriate, provided that such announcements, advertisements and use do not substantially disrupt or interfere with the Event. HFC, its officers, directors, servants, employees, agents, concessionaires and their servants, employees and agents, shall at all times have free access to the Facility, and shall have the right at any time to enter the Premises for any reasonable purpose.

**11. Americans with Disabilities Act ("ADA").** HFC is responsible for permanent, structural accommodations required under applicable provisions of the ADA. Licensee acknowledges that it is responsible for non-permanent accessibility requirements such as, but not limited to, auxiliary aids and services for the visually impaired, hearing impaired and mobility impaired which may be required under

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applicable provisions of the ADA.

### 12. Force Majeure.

(a) The term "Force Majeure" shall include, but not be limited to, acts of God, acts of the public enemy, war, blockades, insurrections, riots, epidemics in the City of Houston, landslides, lightning, earthquakes, fires, storms, floods, washouts, tornadoes, hurricanes, explosions and other occurrences or conditions of like nature and shall further include a declaration of a state of emergency by the Mayor of the City of Houston, the Governor of the State of Texas, or the President of the United States of America. The term does not include any changes in general economic conditions such as inflation, interest rates, economic downturn or other factors of general application; or an occurrence that merely makes performance more difficult, impractical, or expensive.

(b) Either party may terminate this Agreement or suspend its obligations hereunder due to Force Majeure to the extent that such occurrence is beyond the reasonable control of the party whose performance is affected on such affected party's giving notice and full particulars to the other party of such Force Majeure as soon as practicable, but no later than 7 calendar days after the occurrence of the cause relied upon.

(c) If Force Majeure causes the License Period to be terminated in whole or in part, then Licensee shall owe HFC a portion of the License Fee based on the time period, if any, during which Licensee had reasonable commercial use of the Premises; provided, however, that any such portion over and above that amount previously paid by Licensee shall be refunded. The License Period shall not be extended in the event of Force Majeure without a written amendment to this Agreement, and HFC shall not be obligated to license the Premises or any part of the Facility in substitution for the Force Majeure period.

### 13. Default.

(a) Licensee shall be in default under this Agreement if any of the following occur: (i) Licensee fails to observe any term of this Agreement, including, but not limited to payment of any amount due hereunder or the furnishing of documentation evidencing insurance coverage, (ii) Licensee does not use and occupy the Premises for the purpose described in this Agreement, (iii) Licensee assigns this Agreement, in whole or in part, without the prior written consent of HFC, or (iv) Licensee declares bankruptcy or ceases doing business.

(b) If Licensee is in default, then HFC shall have the right, without further notice, to invoke any or all of the following remedies: (i) terminate this Agreement and revoke the License granted hereunder, (ii) enter and take exclusive possession of the Premises and remove all persons and property, (iii) institute legal proceedings against Licensee to recover any amount due under this Agreement and any damages sustained by HFC, (iv) retain the License Fee and any Deposit prepaid by Licensee as liquidated damages and not as penalty (both parties hereto agreeing that damages from such a default are difficult to ascertain and that such amount is a reasonable forecast of just compensation for the harm to HFC resulting from such default by Licensee), (v) deduct from the License Fee and any deposit any fee, charge, or expense incurred by Licensee up to and including the date of termination and demand any remainder be paid with the Invoice, and (vi) exercise any and all rights available at law or in equity.

### 14. Cancellation by Licensee.

(a) If Licensee cancels this Agreement, its use of some portion of the Premises, or some portion of the License Period prior to the commencement of the License Period, then Licensee shall owe HFC a portion of the License Fee as provided herein.

(b) Licensee and HFC agree that cancellation of this Agreement, some portion of the Premises, or some portion of the License Period will cause damages to HFC and that the actual damages from the harm are difficult to estimate accurately. Therefore, in lieu of the remedies listed under Section 13(b), Licensee and HFC agree that Licensee shall be liable for and shall pay to HFC an amount, as calculated below, as liquidated damages and that such amount is a reasonable forecast of just compensation for the harm to HFC resulting from such cancellation by Licensee. In the following formula, "X" shall represent the number of calendar days from the date HFC received notice of cancellation from Licensee to the first day of the License Period and "Y" shall represent the percentage of the License Fee owed to HFC by Licensee: (i) if "X" equals 1,096 or more calendar days, then "Y" equals 25%; (ii) if "X" equals 366 to 1,095 calendar days, then "Y" equals 50%; (iii) if "X" equals 365 or fewer calendar days, then "Y" equals 100%.

(c) HFC is authorized to retain all or a portion of the License Fee and any deposit to reimburse HFC the sum owed pursuant to this Section and Licensee shall pay the balance of such sum owed to HFC, if any, within 30 calendar days of issuance of written notice; provided, however, that any such portion over and above the amount of liquidated damages previously paid by Licensee shall be refunded.

**15. Construction.** Construction of a hotel, parking garage, street redevelopment, and ground-floor concourse improvements may occur during the License Period and affect areas inside and outside of the Facility. HFC agrees to keep Licensee informed of in writing of any material construction or renovation planned to take place at the Facility during the License Period (routine maintenance and upkeep excepted) and will use commercially reasonable efforts to minimize any material interference with or disruption of the Event due to such construction or renovation.

**16. Venue and Laws.** Licensee shall strictly comply with all applicable laws, ordinances, codes, and regulations that affect Licensee's



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performance hereunder. This Agreement shall be construed in accordance with the laws of the State of Texas without regard to conflict of law principles. Any litigation in connection with this Agreement shall be in a court of competent jurisdiction in Harris County, Texas. Licensee shall acquire any federal, state and/or municipal permits or licenses required for the Event and shall pay all taxes of whatever nature becoming due by reason of its use of the Facility.

**17. Notices.** Notices to either party to the Agreement must be in writing and must be delivered by hand, United States registered or certified mail, return receipt (or electronic return receipt) requested, Federal Express, UPS or any other national overnight express delivery service. The notice must be addressed to the party to whom the notice is given at its address set out in this Agreement or other address the receiving party has designated previously by proper notice to the sending party. Postage or delivery charges must be paid by the party giving the notice.

**18. Non-Waiver.** Failure of HFC to insist upon strict performance of any of the terms and conditions in this Agreement or failure or delay to exercise any rights or remedies provided in this Agreement or by law, or failure of HFC to notify Licensee properly in the event of default, or the acceptance of late payment or other obligation shall not release Licensee from any or all of its obligations under this Agreement, and shall not be deemed a waiver of any right of HFC to insist on strict performance hereof or any of its rights or remedies as to prior or subsequent default hereunder.

**19. Survival.** Notwithstanding the acceptance of the License Fee by HFC and the expiration of the License Period, Licensee shall remain obligated to HFC under all clauses of this Agreement that expressly or by implication survive such acceptance and the expiration of the License Period, including but not limited to the indemnification provisions in the Agreement.

**20. Assignment and Sublicensing; Severability.** Licensee shall not assign this Agreement in whole or in part, nor sublicense any portion of the Premises without the prior written consent of HFC. If any part of this Agreement is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices either party.



**2020 State Convention**

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**RULES AND REGULATIONS**

**George R. Brown Convention Center**

**DEFINITIONS**

Event: The function for which the Facility will be used and occupied, as described in the License Agreement.

Event Manager: The person assigned to act as the liaison between the client, HFC and the in-house contractors. This person has authority to act for the Facility Manager in his or her absence.

Facility: George R. Brown Convention Center, 1001 Avenida de las Americas, Houston, Texas 77010.

Facility Manager: The person in charge of overseeing day-to-day operations at the Facility, including events, maintenance, repairs and capital projects.

Licensee: An entity or individual that has entered into a License Agreement with HFC for use of the Facility.

License Period: The period of time Licensee has use of the Premises, as defined in the License Agreement.

Premises: That portion of the Facility to be used for the Event, as defined in the License Agreement.

**FIRST AID**

1. Certified first aid personnel (such as emergency medical technicians or nurses) are required at events with an estimated attendance of 500 or more people. Licensee shall be responsible for the cost of providing certified first aid personnel.

2. A minimum of one certified first aid provider must be present in the Premises during each Event day, beginning 30 minutes prior to the Event opening to attendees and continuing until one hour after the Event is closed to attendees.

3. At least one certified first aid provider must be present in the Premises during move-in and move-out activities, such as the loading/unloading of freight or exhibits, or the use of equipment such as forklifts, boom lifts, scissor lifts, or pallet jacks.

4. A schedule of the number and postings of first aid personnel shall be submitted in writing to the Event Manager at least 30 calendar days prior to the first day of the License Period. All such first aid arrangements are subject to the approval of the Facility Manager.

5. Licensee assumes sole responsibility for the qualifications of all first aid personnel.

6. Licensee shall notify the Event Manager immediately in the event of an accident, injury or any other incident requiring first aid.

**SECURITY**

1. Licensed security guards are required at events with an estimated attendance of 500 or more people. Licensee shall be solely responsible for providing security in the Premises, including crowd and traffic control, at any loading docks, driveways or other areas used during the License Period, at its sole cost and expense.

2. If the Premises includes an exhibit hall, then a minimum of two security guards must be present during each Event day beginning 30 minutes prior to the Event opening to attendees and continuing until one hour after the Event is closed to attendees. One security guard shall be posted to monitor ingress and egress and the other shall be assigned to rove the Premises.

3. If the Premises does not include an exhibit hall, then a minimum of one security guard must be present during each Event day beginning 30 minutes prior to the Event opening to attendees and continuing until one hour after the Event is closed to attendees.

4. At least one security guard must be present in the Premises during move-in and move-out activities, such as the loading/unloading of freight or exhibits, or the use of equipment such as forklifts, boom lifts, scissor lifts, or pallet jacks.

5. A schedule of the number and location of security guards shall be submitted in writing to the Event Manager at least 30 calendar days prior to the first day of the License Period. All security arrangements are subject to the approval of the Facility Manager.

6. Licensee assumes sole responsibility for the qualifications of all security personnel.

7. Licensee shall, at all times, conduct its activities with full regard for public safety and observe and abide by all applicable rules, including without limitation all emergency procedures, regulations and requests of the Facility Manager or duly authorized governmental agency

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responsible for public safety.

8. Licensee shall ensure that its employees, agents, exhibitors, contractors, and subcontractors wear a clearly visible identification badge provided by Licensee or their respective employer at all times. Badges must include the name of the wearer and the name of his or her employer.

### **FIRE REGULATIONS**

1. Flammable or volatile materials are prohibited within the Facility unless approved, in advance and in writing, by the City of Houston Fire Marshal.

2. Use of flammable compressed gas cylinders is strictly controlled within the Facility and generally prohibited. Non-flammable compressed gas cylinders must be secured to prevent toppling.

3. All decorations, drapes, signs, banners, table coverings and skirts, carpeting or similar decorative materials used shall be flame retardant to the satisfaction of the City of Houston Fire Marshal and are subject to inspection and flame testing.

4. Licensee, its employees, agents, exhibitors, contractors and all other personnel shall comply with all federal, state and local fire codes which apply to places of public assembly.

5. No portion of the entrances, exits, corridors, passageways, halls, lobbies, stairways, escalators, aisles, driveways, sidewalks, ramps or other common areas shall be obstructed or used for any other purpose than ingress and egress. All doors shall have a clearance of at least ten feet on both sides with no physical obstructions. All exit doors shall remain unlocked during the Event.

6. Access to fire detection and suppression systems, heating, ventilation and air-conditioning vents, lighting fixtures and controls shall not be covered or obstructed at any time for any reason. Exit signs and fire hose cabinets must remain visible and unobstructed at all times.

7. Licensee shall not admit to the Premises a number of persons in excess of the maximum occupancy established and approved by the City of Houston Fire Marshal.

8. Certain events, exhibits, displays or activities require standby personnel for a fire watch. All such costs incurred, including an hourly fee and permit, shall be the sole responsibility of Licensee. (Please consult your Event Manager for further details.)

9. The City of Houston Fire Marshal has authority to delay or close the event for any violation or for safety reasons.

### **FLOOR PLANS**

1. For any Event featuring exhibit space, such as conventions and trade shows, floor plans must be submitted to the Event Manager no later than 90 days prior to the first day of the License Period. Floor plans for all other Events must be submitted to the Event Manager no later than 30 calendar days prior to the first day of the License Period.

2. Floor plans shall allow adequate aisle and cross-aisle space and shall not prevent access to fire exits, fire hoses, concession areas, offices or meeting rooms. All floor plans should include any registration and pre-function areas.

3. Any floor plan, if different from the plan originally submitted, shall be submitted for re-approval to the Event Manager no less than 15 calendar days prior to the first day of the License Period.

### **MOVE-IN AND MOVE-OUT**

1. Licensee is responsible for coordinating all move-in and move-out activities, schedules and logistics with the Event Manager. All labor costs, expenses and requirements for move-in, move-out and set-up shall be the sole responsibility of Licensee.

2. Licensee is responsible for handling, storing and securing all freight, including crates and packing material. Crates shall only be stored in areas approved in advance by the Facility Manager. HFC does not allow or accept freight shipments for Licensee, its contractors, exhibitors or speakers prior to the License Period. HFC shall not be held liable for any damages, losses or security surveillance for storage of crates.

3. All move-in and move-out of freight must be through designated loading docks, freight doors and freight elevators. The main lobbies, side doors, escalators and passenger elevators are not to be used for such purposes.

4. No forklifts, trailers, or other vehicles or equipment shall be stored or left before or after the License Period without prior written authorization from the Facility Manager.

5. Freight doors, portable walls, and all HFC-owned equipment shall only be set-up and/or operated by authorized HFC employees or

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contractors.

6. Licensee is responsible for the removal of all crates and pallets from the Facility by the end of the License period.

7. Access to equipment rooms, exhibit floor utility boxes and the underground utility tunnel is strictly prohibited to anyone other than authorized HFC employees and contractors.

8. All vehicles, forklifts, and heavy equipment not on display shall be removed from the Premises at least 1 hour before the Event is opened to attendees.

**PERMITS** Certain events, exhibits, displays and activities require licenses and/or permits, including, but not limited to, the following: Cooking, food and beverage sampling, liquid or gas fueled vehicles, pyrotechnics, lasers, antique dealing, sales and use tax, use of tents or canopies.

### **DAMAGE PREVENTION**

1. Vehicles, forklifts, boom lifts, scissor lifts, pallet jacks, personnel carts and objects over 1,500 pounds are prohibited on carpeted areas of the Facility unless approved in advance and in writing by the Event Manager. If approved, Masonite® or 6ml. polyethylene floor covering shall be used at all times. Licensee may request use of Masonite® in inventory at the Facility during the License Period, provided that setup and removal are the sole responsibility of Licensee.

2. Golf carts, Cushman® utility vehicles, Segway® vehicles, bicycles and similar transportation devices are expressly prohibited in carpeted areas of the Facility unless approved, in advance and in writing, by the Event Manager.

3. All platform trucks, dollies and carts used on permanently carpeted areas shall have tires and wheels of a type approved by the Facility Manager and shall meet the following requirements: (i) Wheels of at least 6" in diameter, (ii) thread width of at least 2½", and (iii) non-skid tires.

4. No locks and/or chains will be placed on any door of the Facility for any reason.

5. Under no circumstances should any exterior door be propped open or any automatic closing device, panic hardware or mullion removed from any door of the Facility.

6. Only tapes pre-approved by the Event Manager shall be used in the Facility (e.g., Shurtape® PC 618 cloth tape or Shurtape® DF 642 double-faced cloth tape). No tape of any kind shall be permitted on any permanently carpeted or painted areas or be affixed to any permanent feature of the Facility.

7. No holes may be drilled, cored or punched into walls, floors, or any other part of the Facility. Use of nails and tacks on Facility walls is expressly prohibited.

8. Painting or finishing of signs, displays or other objects is prohibited at the Facility.

9. Drip pans and scrap buckets should be provided for operating machinery to prevent lubricants, paint, etc. from staining the floor and/or causing a safety hazard.

10. Any display containing soil, sand or similar materials shall use a protective floor covering such as heavy plastic. Curbing material shall be used to prevent spills and seepage.

11. The furniture located in the second level show offices and conference rooms shall not be moved without the prior approval of the Facility Manager.

12. Hazardous materials, including biohazards, are strictly prohibited at the Facility unless approved in advance and in writing by the Facility Manager. Licensee shall be solely responsible for the proper care, handling, removal, and disposal of all hazardous materials.

### **EXCLUSIVE SERVICES**

1. An in-house provider exclusively offers food, beverage and catering services at the Facility. Sampling requires the advanced permission of the exclusive food and beverage provider.

2. Telecommunications, including voice, data and network services, are exclusively offered by an in-house provider.

3. Temporary utilities, including electrical, compressed air, water and drainage services are an exclusive service at the Facility.

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4. Exhibit booth cleaning is an exclusive service at the Facility.
5. Facility-affixed audio and structural rigging are controlled exclusively by the in-house audio-visual contractor.

**KEYS** Requests for keys must be submitted to the Event Manager and any keys issued shall be returned before the end of the License Period. Licensee shall be charged \$75.00 for each key not returned to the Event Manager by the expiration of the License Period and a \$25.00 charge for re-keying each appropriate lock.

### **CLEANING**

1. Facility staff will clean the common areas, including lobbies, hallways, aisle carpeting, restrooms, meeting rooms, association offices and registration areas at no charge.
2. Facility staff will provide light trash removal during move-in and move-out. Licensee shall be responsible for removing all bulk trash, crates, pallets, packing material and any other trash not easily removed by a vacuum cleaner or push broom.
3. Licensee shall be held responsible for any cleaning costs incurred due to residue, oil, grease, or an unusual amount of dirt or debris. Use of confetti, glitter or helium balloons will result in additional cleaning costs. In addition to any labor costs, Licensee shall be liable for any costs associated with environmental clean up and/or disposal.

**ANIMALS/PETS** With the exception of service animals and animals participating in dog or cat shows, animals shall not be allowed in the Facility unless approved in advance and in writing by the Facility Manager. The Facility Manager must receive all requests to bring animals into the Facility no later than 10 calendar days prior to the first day of the License Period.

### **PARKING**

1. Street parking in front of the Facility on Avenida de las Americas without a permit is strictly prohibited.
2. Parking on the third level ramp at the Facility is by permit only. All vehicles in violation will be towed, without notice and at the owner's expense.
3. Private vehicle parking is available at surrounding parking garages and numerous surface lots located near the Facility.

### **VEHICLE DISPLAYS**

1. Vehicle displays require a permit from the City of Houston Fire Department. If 15 or more vehicles will be displayed, then standby personnel shall be required for a fire watch. All costs incurred, including an hourly fee and permit, shall be the sole responsibility of Licensee. (Please consult your Event Manager for further details.)
2. The battery must be disconnected while any vehicle is on display.
3. Fuel in the tanks of display vehicles shall not exceed 1/4th of their capacity or five gallons of fuel, whichever is less.
4. All display vehicle gas caps shall be taped or locked.
5. Non-flammable protective covering must be placed under display vehicles to prevent stains.
6. Duplicate keys for vehicles on display must be provided to show management and/or to show security for use in the event of an emergency. Keys shall be kept in the Premises during the entire License Period.

**RIGGING AND HANGING** Rigging and hanging requests must be submitted for approval at least 30 calendar days prior to the first day of the License Period to the Facility audio-visual contractor, who will determine if the requests are within the architectural guidelines of the Facility. The Facility Manager reserves the right to refuse permission, remove, delay or terminate any rigging or hanging for safety reasons or to prevent damage to the Facility.

**SMOKING AND TOBACCO** In accordance with City of Houston Ordinance No. 2006-1054, smoking is prohibited at the Facility, with the exception of certain enclosed meeting areas designated by HFC, when used for private, invitation-only functions. Use of e-cigarettes and similar electronic smoking devices is prohibited at the Facility. The distribution or sale of tobacco products and electronic smoking devices is prohibited in the Facility.

**FIREARMS** Possession of Firearms is forbidden in the Facility with the exception of the following: (i) licensed peace officers and licensed honorably retired peace officers, (ii) exhibitors and patrons during duly licensed gun shows, and (iii) individuals licensed by the State of Texas to carry handguns. A "Firearm" is defined as any device designed, made, or adapted to expel a projectile through a barrel or cylinder by using the energy generated by an explosion or burning substance or pressurized air or gas or any device readily convertible to that use.

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**RESIDUAL MATTERS** Matters not addressed in these Rules and Regulations shall be governed by applicable law or, in the absence thereof, decided by HFC in its sole, but reasonable discretion. For every Event, the Facility Manager has the final determination as to whether the Facility is properly prepared, in accordance with these Rules and Regulations, for the doors to be opened to attendees.